

EXHIBIT B

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

RONALD J. MILLER, on behalf : Civil Action
of himself and all others :
similarly situated, :
Plaintiff, : No. 12-1715
-v- :
TRANS UNION, LLC, :
Defendant. : CLASS ACTION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BRIAN DOUGLAS LARSON, on : Case No.
behalf of himself and all :
others similarly situated, :
Plaintiff, :
-v- :
TRANS UNION, LLC, :
Defendant. : 3:12cv-05726

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CONFIDENTIAL DEPOSITION

Oral videotaped deposition of JAMES GARST,
taken at 1450 East Touhy Avenue, Des Plaines,
Illinois, on Tuesday, November 4, 2014, beginning
at approximately 9:00 a.m., before Elvira Molnar,
Certified Shorthand Reporter of the State of
Illinois.

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1 Q. And the tech lead, Saneal G, we are both
2 having a difficult time with the last name, so
3 we'll just call him Saneal G, why does he stand out
4 in your memory?

5 A. Because as the tech lead he is the -- he
6 is the primary responsible for the development team
7 and testers responsible for delivering the
8 function.

9 Q. So that I understand this in plain
10 English, I understand your work is technical in
11 nature, but when we are talking about developing,
12 are we talking about writing the code that will
13 make the disclosure work?

14 A. Yes.

15 Q. And when we are talking about testing, are
16 we talking about quality control testing to make
17 sure that it works, the disclosure works, as it's
18 supposed to?

19 A. Yes.

20 Q. Okay. And is Saneal G the person
21 primarily responsible for both the initial code
22 writing and the testing?

23 A. Yes.

24 Q. Mr. Garst, are you technically familiar

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1 that we have here as Garst 5 for Mr. Miller
2 contained the defect that you searched for?

3 A. Yes.

4 Q. And namely the defect had an OFAC message
5 delivered to the consumer, even though one should
6 not have been there at all, correct?

7 A. Yes. It had the OFAC header text
8 displayed, even though it should not have
9 displayed.

10 Q. And the OFAC header text should not have
11 displayed because there is no OFAC match or
12 possible match between this consumer and anything
13 on the OFAC list, correct?

14 A. Correct.

15 Q. And am I also correct that part of the
16 defect was that that section under possible OFAC
17 match, the bottom says the OFAC record that is
18 considered a potential match to the name on your
19 credit file is colon, and then there is just
20 nothing after the colon?

21 A. Correct.

22 Q. That's part of the defect, correct?

23 A. Correct.

24 Q. So, the way the program was supposed to

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1 work was how?

2 A. The way the program was supposed to work
3 was the -- the web site delivering the disclosure,
4 it reads -- it reads -- the disclosure data is
5 delivered to that web site in an XML format. The
6 web site is supposed to read that XML. And if only
7 if there is an OFAC record present in that
8 disclosure XML is it's supposed to display both the
9 header text and the OFAC message itself that would
10 be where this blank space is.

11 Q. Okay. So, if I understand this correctly,
12 your testimony is that the reason why the OFAC
13 header appeared had nothing to do with a match on
14 the OFAC list, but everything to do with the fact
15 that Mr. Miller's report contained an inquiry
16 analysis as part of the additional information
17 section?

18 A. That's correct.

19 Q. And you said also if that additional
20 information section contained any special messages
21 that would also improperly trigger the OFAC
22 disclosure to appear where it shouldn't, correct?

23 A. Correct.

24 Q. Is it your testimony, Mr. Garst, that the

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1 have as Garst 6 suffer from the same defect,
2 correct?

3 A. Yes.

4 Q. And let's talk a little bit more about how
5 that came to be. Are you familiar with when
6 Trans Union originally made any OFAC information
7 available as part of the online disclosures to
8 consumers?

9 A. We deployed the functionality to display a
10 possible OFAC match section in September of 2011.

11 Q. Do you remember the exact date?

12 A. September 22nd, I believe.

13 Q. And was that functionality not implemented
14 in any form prior to September 22, 2011?

15 A. Not for the online disclosure.

16 Q. Okay. So, could you explain that?

17 A. Prior to September 22nd, 2011, if the
18 system would check if there was an OFAC message
19 present, it would not deliver the disclosure online
20 if an OFAC message was present.

21 Q. But if a consumer were to ask for their
22 file disclosure to be mailed to them in paper
23 format at their home, would the system disclose a
24 possible OFAC match?

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1 Q. Would Saneal G be the head of that team?

2 A. Yes.

3 Q. Was Saneal G also and his team also
4 responsible for testing the code to make sure that
5 it actually did what it was supposed to do?

6 A. Yes, separate members on his team.

7 Q. Do you know who in particular was in
8 charge of testing the code for the OFAC online
9 disclosure to make sure that it functioned as it
10 should?

11 A. No.

12 Q. Is Saneal G someone that still works for
13 Trans Union?

14 A. Saneal G is a tech lead for a vendor used
15 by -- a software vendor used by Trans Union.

16 Q. Who is that?

17 A. The vendor is named Saksoft.

18 Q. As far as you know Saneal G still works
19 for Saksoft?

20 A. As far as I know, yes.

21 Q. And is Saksoft someone that Trans Union
22 uses to outsource code writing projects like this
23 one?

24 A. Yes. For this one specifically Saksoft

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1 was the vendor that we used.

2 Q. And that's upper case S-a-k-s and, then,
3 upper case S-o-f-t, correct?

4 A. I -- I am not sure. I have always written
5 it as upper case S-a-k-s-o-f-t with no space.

6 Q. Okay. How long has Trans Union used
7 Saksoft for any code writing jobs?

8 A. I don't know.

9 Q. Have you worked with that entity before?

10 A. Yes.

11 Q. For how long?

12 A. I don't know specifically. I can say
13 several years.

14 Q. Has Saksoft done any projects for you
15 where they programmed code for online disclosures
16 to consumers?

17 A. Yes, they were the primary development
18 team for any changes that we needed to make for the
19 online disclosure functionality.

20 Q. For how long?

21 A. I can say for several years.

22 Brian Thackrey is the best one to ask on that.

23 Q. Brian Thackrey works for Trans Union?

24 A. Yes.

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1 Q. Would he be the person primarily
2 responsible for hiring Saneal G's team at Saksoft?

3 A. No.

4 Q. Who would do that hiring?

5 A. I don't know.

6 Q. By 2011 was it understood that Trans Union
7 had a well enough established relationship with
8 Saksoft that if a project was going to have to be
9 handled concerning certain code to add information
10 to the online disclosure that that code was going
11 to be written and tested by Saksoft?

12 A. Yes.

13 Q. Did the online disclosure, which would
14 include for the first time the any additional
15 possible OFAC match information, in fact, go online
16 and became available to consumers on September 22,
17 2011?

18 A. To my understanding, yes.

19 Q. Did it have the defect that you identified
20 earlier in this deposition?

21 A. Yes.

22 Q. From the very first day?

23 A. Yes.

24 Q. And how do you know that?

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1 to September 22nd, 2011, did not catch the defect?

2 A. Yes.

3 Q. The defect was detected later in October
4 you said, correct?

5 A. Yes.

6 Q. How did it come -- first come to
7 Trans Union's attention that this defect existed
8 for the online OFAC disclosure?

9 A. My understanding is that around it was
10 either October 19th or October 20th we got reports
11 from our consumer relations operations group that
12 they were getting phone calls from consumers about
13 seeing the possible OFAC match section on their
14 online disclosures and wanting to dispute it.

15 Q. Who from consumer relations brought that
16 to whose attention?

17 A. It was either Lisa Dickens or Denise
18 Burdell, but I can't recall which one of them
19 exactly.

20 Q. And they brought it to your attention?

21 A. No. It was brought to somebody else's
22 attention.

23 Q. Who -- whose attention was it brought to?

24 A. I believe it's Brian Thackrey, but I don't

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1 recall exactly.

2 Q. And is it your understanding that there
3 were consumers who were calling Trans Union with
4 questions or disputes about this OFAC information
5 appearing on their files?

6 A. It was presented to us as the operations
7 group has operators that are trying to dispute the
8 presence of the OFAC message on consumers' files
9 and not able to do it because that functionality
10 required an OFAC message to be present in order to
11 dispute it. And since these consumers did not
12 actually have an OFAC message present, they could
13 not dispute it.

14 Q. So, let me see if I understand this. The
15 consumers relations operators were trying to
16 process disputes to remove inaccurate OFAC matches,
17 is that correct?

18 A. They were getting requests from consumers
19 to remove OFAC -- the possible OFAC match, you
20 know, from the consumer's credit report and were
21 unable to.

22 Q. And the reason why they were unable to is
23 because of this defect, correct?

24 A. Yes, because the defect -- the defect only

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1 appeared on the online web site itself. The core
2 consumer relations system that the operators use
3 did not have that defect and did not see an OFAC
4 message present.

5 Q. So, the operators who would be handling
6 the consumer calls couldn't even really see what
7 the consumers were talking about?

8 A. That's correct.

9 Q. How many consumer calls did Trans Union
10 receive between September 22, 2011, when the
11 disclosure for OFAC went online and October 19th or
12 20th when someone from consumer relations brought
13 it to probably Mr. Thackrey's attention?

14 A. I don't know.

15 Q. Is there a way of finding that out?

16 A. Not to my knowledge.

17 Q. Do you have any reason to believe that
18 the -- there were not calls of that nature
19 throughout the month period between September 22,
20 2011, and October 19th or 20th, 2011?

21 A. I don't have any way to answer that. I
22 don't know if -- I don't know if there were calls
23 or not. The -- historically the consumer relations
24 operations group was very good at notifying us when

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1 they -- my understanding of their procedure is they
2 would inform the consumer that they did not find
3 any evidence of an OFAC match on their credit file
4 and historically we would offer to send a
5 disclosure to the consumer to confirm that.

6 Q. Separate from a disclosure, would
7 Trans Union send any type of written communication
8 to consumers with this type of an inquiry to the
9 effect of you called us or contacted us about OFAC
10 information on your file and we didn't find any or
11 we can't see any?

12 A. I am not aware of any other communication
13 like that.

14 Q. Would there be anything unique about the
15 disclosure that would be sent to consumers with
16 that type of an inquiry that would identify that
17 the reason it was sent to them is because they had
18 a dispute about the defect?

19 A. I am not aware of anything special on
20 disclosure that would have spoken to that defect.

21 Q. Did you do anything in preparing to give
22 testimony today to find out how many disputes from
23 consumers Trans Union received between
24 September 22, 2011, and October 19th or 20th, 2011,

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1 concerning the defect?

2 A. I have done some high level querying to
3 look at disputes for the consumers impacted and
4 compare them against the amount of disputes for
5 consumers not impacted in the same areas. So,
6 California and third district consumers that got
7 their print disclosures --

8 Q. Yes, sir.

9 A. -- during that time period and found the
10 dispute rate to be lower for the consumers that had
11 the online disclosure with the possible OFAC match
12 header issue.

13 Q. So, you are comparing paper disclosures
14 that have a possible match, correct?

15 A. No. I was comparing paper disclosures
16 that did not have a possible OFAC match.

17 Q. So, you're comparing OFAC disclosures that
18 are -- I'm sorry. Strike that.

19 You were comparing paper file disclosures
20 to consumers that said absolutely nothing about
21 OFAC one way or the other, correct?

22 A. They were paper disclosures that did not
23 have the OFAC match header, yet did have inquiry
24 analysis or special messages on them. So, it was

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1 the exact same condition --

2 Q. Right.

3 A. -- as the online disclosures with the
4 issue, however they did not have the OFAC match
5 header on their disclosures because the defect was
6 not in that channel.

7 Q. So, I am not sure I get it. Why would
8 those consumers be disputing about OFAC at all?

9 A. Let me correct what I am saying. The
10 dispute rate that I was looking at was any kind of
11 dispute, not an OFAC dispute. So, I looked
12 specifically at account disputes and anything at
13 all to see in general -- in general were we
14 contacted for dispute activity at a higher rate by
15 the consumers that had this issue.

16 Q. So you're saying you're comparing any type
17 of dispute that a consumer could make from I paid
18 my credit card on time to I'm a victim of fraud to
19 another person's information is in my report, these
20 inquiries don't belong to me, any type of a dispute
21 whatsoever, on the one hand, correct?

22 A. That's correct.

23 Q. For people with a paper file disclosure
24 during that certain time period, correct?

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1 for those consumers because the system does not
2 allow disputing when there is no presence of the
3 OFAC message there itself. So, I did not -- I did
4 not find -- I did not find OFAC disputes in the
5 system.

6 Q. Got it. But you know there must have been
7 disputes, otherwise Ms. Burdell or Ms. Dickens
8 would have had nothing to bring to your attention?

9 A. Correct.

10 MR. NEWMAN: Wait for him to finish the
11 question.

12 THE WITNESS: I understand. Correct, I am
13 aware of phone calls, phone calls to consumer
14 relations operators complaining or disputing that
15 the presence of the OFAC header information on
16 their files.

17 BY MR. SOUMILAS:

18 Q. Do you know how -- what percentage of
19 online file disclosures suffered from this defect?

20 A. On Friday the 21st I did an analysis of
21 all of the disclosures on the 20th that were
22 delivered online on October 20th and found that
23 about 35 percent of the online disclosures
24 delivered would have had the issue based on the

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1 presence of inquiry analysis or special messages on
2 the file.

3 Q. So that was a sampling of one day,
4 basically?

5 A. Correct.

6 Q. Did you do any other samplings for any
7 other time periods concerning the frequency of the
8 defect appearing on online disclosures?

9 A. I don't recall.

10 Q. If I understood your testimony correctly
11 about disputes before, because the consumer
12 relations systems operators could not see or
13 address the problem of the defect, there is
14 absolutely no way of knowing how many people
15 actually called and disputed, correct?

16 A. That's correct.

17 Q. You know when you reviewed the overall
18 dispute rates between paper disclosures and online
19 disclosures that you testified about previously?

20 A. Yes.

21 Q. What was in terms of percentages the
22 overall dispute rate for paper disclosures?

23 A. I don't remember the exact number. I
24 

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 THE WITNESS: The analysis that I did was -- I
13 would say not without doing further analysis. The
14 analysis I did was for a very specific time period
15 in 2011, and I am not sure that that represents
16 current state or, you know, other times, you know,
17 during the history of the consumer relations
18 platform.
19 BY MR. SOUMILAS:
20 Q. I'm sorry, you looked at what time period?
21 A. I looked for disputes, disputes that came
22 in from consumers within a month of getting their
23 online disclosure or their print disclosure with
24 those conditions.

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1 Q. But this was in the September/October
2 2011, time frame, correct?

3 A. Correct.

4 [REDACTED]
5 [REDACTED]

6 A. Correct.

7 Q. Would you agree with me that if the OFAC
8 header was disputed with the same overall frequency
9 as other types of disputes that Trans Union would
10 have received, I don't know what the math is
11 exactly, but hundreds of disputes per day about the
12 OFAC defect if, in fact, [REDACTED] [REDACTED] [REDACTED]
13 [REDACTED] [REDACTED]

14 MR. NEWMAN: Objection, incomplete
15 hypothetical, calls for speculation.

16 THE WITNESS: If the dispute rate for OFAC was
17 similar to dispute rate for other items on the
18 credit file, then, yes. However, the dispute rate
19 -- my knowledge of dispute rate for OFAC, you know,
20 is not the same as dispute rate for other items
21 based on my experience looking at the data.

22 BY MR. SOUMILAS:

23 Q. Okay. At any rate, we don't know the
24 exact number of disputes because they were just not

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1 tracked because the system would just not allow it
2 to be tracked because of this defect?

3 A. Correct.

4 Q. All right. But once the problem is
5 brought to your attention, your team's attention,
6 October 19th and 20th, do they fix it?

7 A. We fixed it. We fixed it by October 28th.

8 Q. How long did the fix take?

9 A. Can you -- I don't understand the
10 question.

11 Q. Okay. Strike the question, actually.

12 Other than consumers, did anybody else
13 bring to Trans Union's attention that this defect
14 was causing OFAC information to appear on the
15 consumer files of consumers who had no association
16 with the OFAC list whatsoever?

17 A. It was brought to our attention on
18 October 27th that the treasury -- Department of the
19 Treasury, the actual OFAC office had called our
20 legal counsel to let them know that they had been
21 getting calls from consumers.

22 Q. So the Department of the Treasury OFAC
23 office brought this defect to Trans Union's
24 attention for the first time on October 27th,

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1 correct?

2 A. It was brought to the IT team by our
3 internal legal counsel on the 27th. My
4 understanding is that she had a call with the
5 Department of the Treasury the day before on the
6 26th.

7 Q. The defect was corrected on the 28th?

8 A. Correct.

9 Q. Do you know what was done to correct the
10 defect?

11 A. It was a -- there was a code fix made to
12 ensure that the OFAC header only displayed when an
13 OFAC match was sent in the X amount to the
14 receiving application.

15 Q. What was the code fix? What specifically
16 was done?

17 A. I can't speak to the specific code fix
18 itself.

19 Q. Who performed the code fix?

20 A. The Saksoft development team.

21 Q. Was it Saneal G and his team?

22 A. Correct.

23 MR. NEWMAN: We have been going for a while.
24 Should we take a little break?

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1 OFAC match when there was none, correct?

2 A. It would not result in the OFAC header,
3 the possible OFAC match header text appearing.

4 Q. Was the coding defect fix one that was
5 written by your vendor Saksoft?

6 A. Yes.

7 Q. In your experience as a program manager,
8 would you consider that type of a fix to a defect a
9 relatively straightforward one?

10 A. I am not sure if I would call it
11 relatively straightforward or not.

12 Q. Okay. Was it easy?

13 A. I don't know.

14 Q. How long did it take?

15 A. My understanding is they started working
16 on it on Friday the 21st and we were -- they were
17 coding and testing the fix on that following
18 Monday, and that there was an attempt to -- failed
19 attempt to actually deploy the fix on that Tuesday,
20 and then it was successfully deployed by that
21 Friday.

22 Q. By the following Friday?

23 A. By the following Friday.

24 Q. Did --

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1 A. That was the 28th. So, it attempted -- we
2 attempted to deploy it on the 25th and instead it
3 went in on the 28th.

4 Q. Did Saksoft bill Trans Union for this
5 coding error fix?

6 A. I am not privy to those details.

7 Q. Would they normally bill you for the work
8 that they do?

9 A. I have not been involved in that.

10 Q. Do you know how much time it took them to
11 recode this program so that the fix took effect?

12 A. No.

13 Q. Do you know whether it was closer to one
14 hour or five minutes or 20 hours?

15 A. No, I don't.

16 Q. You have no idea?

17 A. No.

18 Q. Do you know technically what they needed
19 to change in the code in order for the fix to take
20 effect?

21 A. I know to a certain level that technically
22 to fix the area of the code that was interpreting
23 the X amount for displaying the OFAC -- the
24 possible OFAC match header text.

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1 Q. And what is your understanding how would
2 you fix that part of the code?

3 A. My understanding is they had to -- that's
4 level of detail I can't speak to.

5 Q. Was it your understanding that Trans Union
6 advised Saksoft of the urgency of this fix only
7 after the Department of Treasury contacted
8 Trans Union?

9 A. No. I -- we -- there was escalation as
10 soon as Friday to my remembrance of, you know, to
11 the Saksoft team that this was very important,
12 which is why we were trying to get the fix in on
13 the 25th.

14 Q. Okay. Did you see any type of a written
15 report or anything in writing to memorialize the
16 fix?

17 A. No.

18 Q. Do you agree with the proposition that
19 quality control testing prior to September 22nd,
20 2011, was conducted solely by Saksoft and not by
21 Trans Union?

22 MR. NEWMAN: Objection. Go ahead.

23 THE WITNESS: I don't have specific remembrance
24 of exactly who did the quality control testing.

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1 in Interrogatory Response No. 1 for the Miller case
2 and separately for the Larson case which you have
3 not explained today?

4 A. I don't believe so.

5 Q. Okay. And going back to the previous
6 subject matter that you testified about, is there
7 any part of the quality control in testing of the
8 online disclosure of the OFAC data between
9 September 22, 2011, and October 27, 2011, which you
10 have not testified about today?

11 A. I think the only thing that I would say
12 about the quality control is that it was rare for
13 us to have defects from the Saksoft development
14 team. As for of all of the development teams that
15 we have worked with to develop functionality around
16 the consumer relations platform, Saksoft was one
17 that typically had very high quality.

18 Q. And you know how earlier in the day you
19 told me of other instances where bugs as we call
20 them were not caught during the program development
21 process? Yes?

22 A. Yes.

23 Q. How many different vendors for program
24 developing does Trans Union use?

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1 A. We have during the time -- during the time
2 of this incident we were working with Saksoft for
3 the online disclosure development, we were also
4 working with its Cap Gemini now, and the name of
5 the company escapes me. Before they became
6 Cap Gemini, that had happened between then and now,
7 but we had a vendor that provided development and
8 testing resources for other areas of the consumer
9 relations platform, system platform. And, then, we
10 had also Trans Union associates who were analysts,
11 developers and testers on the platform.

12 Q. And among those three groups, Saksoft,
13 Cap Gemini and the Trans Union in-house folks, who
14 had -- have you ever conducted a study as to who
15 had the highest frequency of programming errors?

16 A. No, we have never conducted a study like
17 that.

18 Q. Okay. Is it just anecdotal that you're
19 saying that among those three groups your
20 perception is that Saksoft was the one least likely
21 to not catch the bugs?

22 A. Yes.

23 Q. But you can't tell me right now that
24 Saksoft catches its bugs on such percentage of

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1 A. Yes.

2 Q. Did Trans Union do anything to track the
3 number of consumer disputes between October 20th
4 and October 28th?

5 A. Not to my knowledge.

6 Q. You hadn't seen any information about how
7 frequently consumers were disputing during the time
8 that you were working on the fix?

9 A. The only analysis that I did the questions
10 you asked before were specifically about OFAC
11 disputes.

12 Q. Yes.

13 A. I did search -- there is a feature in the
14 consumer relations platform where operators can
15 enter comments free form related to their
16 experience on the phone with the consumer. [REDACTED]

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 Q. For what time period?

22 A. That was -- that was ever for those
23 consumers.

24 Excuse me. Let me correct myself. That

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1 A. No.

2 Q. Does Trans Union have a copy of them so
3 that we can see them and see what was in it and
4 what was not in it?

5 A. Not that I know of.

6 Q. Okay. We know that Trans Union didn't
7 bill any third party for selling OFAC information
8 to them, correct, about Mr. Miller?

9 A. Specific to the Capital One October 12th
10 inquiry, correct.

11 Q. But you don't know about the Wal-Mart one?

12 A. No.

13 Q. And you didn't check about the American
14 General Finance or the Travelers Companies?

15 A. No, I did not.

16 MR. SOUMILAS: Okay. So, those are all the
17 questions I have. Thank you very much.

18 EXAMINATION

19 BY MR. NEWMAN:

20 Q. I have a few follow-up questions. First
21 one is a hypothetical question. Suppose it's June,
22 2011, and a consumer who does appear on the OFAC
23 list and has OFAC information that Trans Union
24 would deliver in response to a request for a credit

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1 report. Please walk me through what would happen
2 in June, 2011, if that consumer went online to get
3 his free file disclosure.

4 MR. SOUMILAS: Objection to the form, but you
5 can answer.

6 THE WITNESS: If a consumer went online to get
7 their disclosure, the web site would make the
8 request to the core consumer relations system
9 asking for the disclosure. The core system would
10 pull the credit file, and including the OFAC
11 information, would see that there was OFAC
12 information present, and inform the web site that
13 the disclosure could not -- the disclosure itself
14 could not be delivered to the consumer on the web
15 site.

16 What the web site would show is a message
17 indicating that we were sorry we could not deliver
18 their disclosure online with contact information
19 for how they may contact us to get their disclosure
20 sent to them via another method. So, it would be
21 by phone or by mail.

22 BY MR. NEWMAN:

23 Q. And if the consumer at that point chose to
24 follow up on that message by requesting his

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1 disclosure in another format, would the OFAC
2 information be disclosed to the consumer?

3 A. Yes.

4 Q. Another question. Going back to the
5 testing you had testified about previously. What
6 was the primary goal of the testing that Saksoft
7 conducted?

8 A. The primary goal would have been to make
9 sure --

10 MR. SOUMILAS: Object to the form, by the way,
11 on this. You can answer.

12 THE WITNESS: The primary objective would have
13 been to make sure that the OFAC -- the OFAC header
14 text and OFAC message would display if the core
15 system sent the OFAC match information to the
16 system.

17 BY MR. NEWMAN:

18 Q. In your time working for Trans Union, had
19 you ever heard of a defect occurring that is like
20 the defect we are talking about in this case?

21 A. No. Specifically -- specifically, you
22 know, another element on the disclosure -- the
23 presence of another element on the disclosure
24 causing additional content for an unrelated element

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1 to be displayed was not something we had seen
2 before.

3 MR. NEWMAN: No further questions.

4 MR. SOUMILAS: Okay. So, let's close this
5 record. Thank you very much.

6 THE WITNESS: Thank you.

7 THE VIDEOGRAPHER: The time is 11:50. We are
8 off the record. This is the end of the deposition.

9 - - -

10 (Whereupon, the proceedings
11 concluded at approximately 11:50 a.m.)

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1 STATE OF ILLINOIS)

2) SS:

3 COUNTY OF L A K E)

4 I, Elvira M. Molnar, a Certified Shorthand
5 Reporter of the State of Illinois, do hereby
6 certify:

7 That previous to the commencement of the
8 examination of the witness, the witness was duly
9 sworn to testify the whole truth concerning the
10 matters herein;

11 That the foregoing deposition transcript
12 was reported stenographically by me, was thereafter
13 reduced to typewriting under my personal direction
14 and constitutes a true record of the testimony
15 given and the proceedings had;

16 That the said deposition was taken before
17 me at the time and place specified;

18 That the reading and signing by the
19 witness of the deposition transcript was agreed
20 upon as stated herein;

21 That I am not a relative or employee or
22 attorney or counsel, nor a relative or employee of
23 such attorney or counsel for any of the parties
24 hereto, nor interested directly or indirectly in

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1 the outcome of this action.

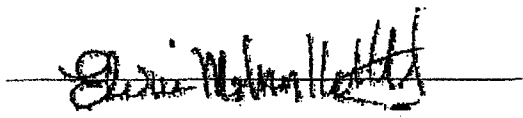
2 IN WITNESS WHEREOF, I do hereunto set my
3 hand and affix my seal of office at Chicago,
4 Illinois, this 5th day of November, 2014.

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C.S.R. Certificate No. 84-3309.

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ERRATA SHEET

Attach to Deposition of: James Garst
 Taken on: November 4, 2014
 Case: Miller/Larson v. Trans Union, LLC

Page:Line	Change
Multiple	Change "Trans Union" to "TransUnion"; Change "Saneal" to "Sanil"; Change "Gonaypathen" to "Gopinathan"; Change "Burdell" to "Briddell"
13:5, 10, 14, 19	Change "Due Point" to "Dewpoint"
13:10	Change "Axis Limited" to "Aksys, Ltd."
14:21	Change "Due Point" to "Dewpoint"
15:21	Change "advisor" to "senior advisor"
17:11	Change "legal compliance" to "legal, compliance"
21:12-15	Change "disclosure itself, including the last 30 months of account history data beyond the consumers payment pattern. An additional number of names and addresses and phone numbers on the credit file" to "disclosure itself, including the last 30 months of account history data and an additional number of addresses and phone numbers on the credit file"
36:21	Delete "and"
47:6	Change "And if" to "If and"
47:8	Change "it's" to "it"
54:24	Change "disclosures" to "disclosures for consumers who were possible OFAC matches"
56:23	Change "project" to "projects"
61:2	Delete "for"
67:6	Change "district" to "circuit"
72:4, 10	Change [REDACTED]
73:5	Change [REDACTED]
75:13	Change "X amount" to "XML"
78:23	Change "X amount" to "XML"
79:10	Change "Friday" to "Friday (October 21)"
82:15	Change "cases" to "cases, but the OFAC header change was not a change to the full disclosure"
88:19-22	Replace text with "The data in the Excel spreadsheet does not appear to be deduped."
91:11, 15	Add "I did not personally."
92:20	Change [REDACTED]
93:9, 14	Change [REDACTED]


 James Garst

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SIGNATURE PAGE

I hereby acknowledge that I
have read the foregoing transcript, dated
November 4, 2014, and the same is a true and
correct transcription of the answers given by
me to the questions propounded, except for
the changes, if any, noted on the errata
sheet.

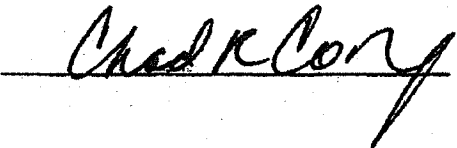
SIGNATURE:


James Garst

DATE:

12/1/14

WITNESSED BY:



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